



December 23, 1996

Mr. Andrew Turley, Esq.  
Central Enforcement Docket  
General Counsel's Office  
Federal Elections Commission  
999 E Street, NW, Room 657  
Washington, DC 20463

DEC 23 5 05 PM '96

RECEIVED  
FEDERAL ELECTIONS  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

Re: MUR 4545

Dear Mr. Turley:

The National Railroad Passenger Corporation ("Amtrak") submits this letter in response to the Republican National Committee's ("RNC's") October 28, 1996 complaint to the Federal Elections Commission. As the discussion that follows will make plain, the RNC's suggestion that Amtrak made an impermissible campaign contribution in connection with the 1996 Presidential train trip (the "Train Trip") is without merit. Amtrak priced the Train Trip to make a profit, not a contribution, to the Clinton-Gore campaign, following the same pricing methodology that is used for all Amtrak charter trains. In fact, the price charged for the Train Trip was far higher than Amtrak charged for any other charter trip this year -- more than three times what was charged for the next most expensive trip. Moreover, Amtrak negotiated only a total price for the Train Trip; the allocation of that total price among the four Clinton related parties paying for the train was determined by the Clinton-Gore campaign committee and was of no interest to Amtrak. In summary, Amtrak's actions are consistent with the way it operates all charter trains, including trains for other political entities.

#### I. Amtrak Runs Charter Trains to Make a Profit

Amtrak's principal mission today, as it was when it was founded 25 years ago, is to provide a national system of regularly-scheduled intercity passenger rail service. Congress has directed Amtrak to undertake initiatives, consistent with good business judgment, to maximize revenues. 49 U.S.C. §§ 24101(c)(11) & (d). Amtrak's charter train operations (that is, nonscheduled service for hire) are one means by which it strives to make a profit and fulfil this Congressional mandate. Such operations have become a regular part of Amtrak's business and have generated annual revenues of between 2 and 3 million dollars in recent years.

## II. Charter Trains are Costed and Priced Consistently

The Charter Operations office is the central clearinghouse for all Amtrak charter trains nationwide. Among other functions, it provides cost estimates and pricing proposals for each proposed charter operation, in conjunction with the regional operating units that will provide the services needed by the charter, according to a standard pricing methodology. Mr. Ladislav Shrbeny, Assistant Director, Charter Operations, manages this office and was the person principally responsible for collecting cost estimates and developing the initial pricing proposals for the Train Trip. His declaration is attached. The regional operating unit over whose territory the Train Trip ran -- Amtrak Intercity -- provided most of the services for that train (such as staffing, servicing and equipment modifications) and accordingly calculated the cost of those services, which comprised most of Amtrak's costs. These cost calculations were assembled at Amtrak Intercity by David Beatty, General Manager, Customer Services, Intercity, who is now deceased.

In the case of charters requiring a high level of coordination, such as the Train Trip (and the 1996 California Republican Party train from Oakland to San Diego for the Republican National Convention), Amtrak's corporate Planning and Development office negotiates the contracts and oversees operations in order to provide the necessary coordination. As Assistant Vice President, Business Development in the Planning and Development office, Mr. Mark Wasserman negotiated the contracts for the Train Trip. As noted above, the total contract price was based on costs assembled by the Charter Operations office. Mr. Wasserman's declaration is attached.

## III. The Same Methodology is Used to Price All Charter Trains

Under the standard methodology used to price this Train Trip, as well as all other charter trains, Amtrak estimates the cost of providing the requested service, based on current and historical information, and then marks up its internal costs by a certain percentage for profit. The basic components of Amtrak's costs are constant and comprise the bulk of any charter's costs, including the Train Trip. They are: equipment-use costs, labor costs, equipment and right-of-way maintenance costs, and costs for other railroads' facilities and services.<sup>1</sup> In addition, the President's standard security needs had to be added as a component. They far exceed those of other charter trains. As noted above, the cost of the Train Trip was more than three times the cost of the next most expensive charter train trip this year.

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<sup>1</sup> Most of the Train Trip's route was over track owned by freight railroads. Amtrak pays the owning railroads for the right to operate over their track, based on the standard rates set forth in Amtrak's agreements with those railroads.

Following this methodology, Amtrak negotiated a final price for the Train Trip of \$932,000. This price was finalized on August 22, 1996, only one day before the train left Chicago for West Virginia where it would board passengers. This price contains an amount for profit (and contingencies) that is consistent with Amtrak's methodology for pricing all charter trains. The cost components are laid out in detail below.

On August 23, 1996, the Clinton-Gore '96 Primary Committee, Inc. ("Clinton-Gore '96") informed Amtrak how the total price of \$932,000 would be allocated among the four entities contracting with Amtrak for that service -- Clinton-Gore '96, the United States Secret Service, the White House Travel Office, and the White House Military Office (the "Contracting Parties"). Based on that allocation, the total charter price of \$932,000 was paid by the Contracting Parties in the following amounts: Clinton-Gore '96 (\$113,237), the United States Secret Service (\$593,578), the White House Travel Office (\$190,297)<sup>2</sup> and the White House Military Office (\$35,428).<sup>3</sup> Amtrak does not know what methodology was used to allocate the total price among the four Contracting Parties. Copies of Amtrak's agreements with the four Contracting Parties are attached.<sup>4</sup>

#### A. Amtrak's Internal Costs are Calculated from Standard Charges

Amtrak's internal costs, calculated as indicated above principally by the late David Beatty for the Amtrak Intercity Business Unit, contain the following elements:

- **Equipment Charges.**

- Car Charges. Standard per-day charges for each Amtrak car (including maintenance of equipment). The Train Trip used 13 Amtrak cars.

- Locomotive Charges. Standard per-day charges for the use of each locomotive (including fuel). The Train Trip used 5 Amtrak locomotives.

- **Equipment Modification Charges.** Charges for the modification, decoration, and later restoration, of car interiors and exteriors to accommodate the need for special security measures, communications capabilities, meeting and working spaces, etc. These charges are based on actual and estimated labor and materials costs calculated by on-site personnel where the work was performed.

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<sup>2</sup> The White House Travel Office paid \$50,000 up front, with the difference between that amount and its total \$190,297 obligation being collected by Amtrak from members of the press, in amounts predetermined by the White House Travel Office, during the charter.

<sup>3</sup> In fact, these numbers total \$932,540, rather than \$932,000. Amtrak does not know why Clinton-Gore '96 provided figures totalling \$540 more than the agreed-upon price.

<sup>4</sup> Amtrak's agreement with the White House Military Office is in the form of a purchase order with one amendment.

- Train and Engine Crew Labor Charges. Standard per-person labor costs of engineers and conductors required to operate the train.
- On-Board Mechanical Labor Charges. Standard per-person labor costs of on-board mechanical employees.
- On-Board Service Labor Charges. Standard per-person labor costs of on-board train service employees.
- Food and Beverage Charges. Charges for food and beverages, based on the expected number of persons and the meals to be provided.
- Security Charges. Standard per-person labor costs for Amtrak Police providing security assistance for the train.
- Miscellaneous Service and Materials Charges. Charges for fuel for non-Amtrak locomotives, potable water and supplies, cleaning, switching and spiking (i.e., locking) track switches, supervision and planning. These charges are based on standard labor rates and materials charges.
- Insurance Costs. Premium for special excursion liability insurance for this train.
- Indirect Costs. Cost of busing passengers whose trains were cancelled due to operation of the Train Trip.
- Administrative and Overhead Charge. Charge for administration and overhead, assessed as a percentage of certain Amtrak internal costs.

#### B. Freight Railroad Costs are Calculated by the Freight Railroads

The second largest part of the \$932,000 price is the three freight railroads' estimate of their charges to Amtrak at approximately \$348,000. The largest part of this was from the Grand Trunk Western Railroad, which put its charges at \$195,000. CSX Transportation's estimate was approximately \$78,000 and Conrail's was \$75,000. The freight railroad amounts were not subject to any profit mark-up by Amtrak.

#### C. Profit is Added as a Percentage of Internal Costs

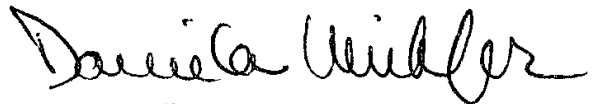
Amtrak calculated the remaining portion of the total \$932,000 price by marking up its internal costs for profit (and contingencies) and adding a further mark-up to cover any additional CSXT charges as a result of last-minute route changes through CSXT territory not covered in CSXT's cost figure, which had already been received at the time the route was changed.

#### IV. Conclusion

As the preceding discussion shows, Amtrak priced the Train Trip according to the same methodology it uses for all charter trains, for the purpose of making a reasonable profit, and not to make a contribution to the Clinton-Gore campaign. Moreover, Amtrak did not determine or negotiate the allocation of the total charter price among the four Contracting Parties; it simply received that allocation from Clinton-Gore '96. There is plainly no reason to believe that in pricing the Train Trip, Amtrak violated the prohibition against corporate campaign contributions or any other campaign finance law.

If you need any more information, please call me at (202) 906-2876.

Respectfully,



Daniela Winkler

Vice President and General Counsel

## DECLARATION OF MARK WASSERMAN

Comes now Mark Wasserman and declares as follows:

1. I am employed by the National Railroad Passenger Corporation as Assistant Vice President, Business Development. I have been in this position since March 1996.

2. As Assistant Vice President, Business Development, I am responsible for overseeing and negotiating contracts for Amtrak charter operations which require a particularly high level of coordination among the parties involved. It is my job to make sure the necessary coordination takes place.

3. During 1996, I negotiated the contracts for two such charter operations, the August 25-28, 1996 charter train on which the President of the United States travelled from Huntington, WV to Michigan City, IN for the Chicago Democratic National Convention (the "Train Trip"), and the August 10, 1996 charter train which carried members of the California Republican Party and other Republican dignitaries including House Speaker Newt Gingrich from Oakland to San Diego, CA for the Republican National Convention.


4. Based on the cost figures provided to me by Ladislav Shrbeny and David Beatty, I negotiated the final contract price of \$932,000 for the Train Trip on August 22, 1996, the day before the train left Chicago.

5. On August 23, 1996, Carrie Goux of the Clinton-Gore '96 Primary Committee, Inc. informed me by telephone that the total charter price of \$932,000 would be allocated among the four Contracting Parties as follows: Clinton-Gore '96 (\$113,237), the United States Secret Service (\$593,578), the White House Travel Office (\$190,297) and the White House Military Office (\$35,428).

6. I have read the preceding letter by Daniela Winkler describing Amtrak's charter operations and their pricing in general and the pricing of the Train Trip in particular. It is an accurate and fair description of those matters, as they are known to me.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on December 23, 1996 in Washington, D.C.

  
Mark Wasserman

## DECLARATION OF LADISLAV V. SHRZENY

Comes now Ladislav V. Shrbeny and declares as follows:

1. I am employed by the National Railroad Passenger Corporation as Assistant Director, Charter Operations. I have worked in Charter Operations and in Special Movements (as the office was previously known) since 1977.

2. In recent years, Amtrak's charter operations have generated between two and three million dollars annually.

3. As Assistant Director, Charter Operations, I am responsible for the collection of Amtrak's cost estimates for providing requested charter services and the development of pricing proposals for providing such charters. In some cases, I perform this work myself; in other cases, it is done under my supervision.

4. During 1996, I developed or supervised the development of pricing proposals on dozens of charter operations, including the August 25-28, 1996 charter train on which the President of the United States travelled from Huntington, WV to Michigan City, IN for the Chicago Democratic National Convention (the "Train Trip"), and the August 10, 1996 charter train which carried members of the California Republican Party and other Republican dignitaries from Oakland to San Diego, CA for the Republican National Convention. I personally assembled cost estimates and developed pricing proposals for the Train Trip.

5. I followed the same methodology in preparing all of these price proposals -- I assembled Amtrak's estimate of the cost of providing the requested service and marked it up by a percentage of Amtrak's internal costs for profit and contingencies.

6. With respect to the Train Trip, most of the underlying cost calculations were provided by Mr. David Beatty, General Manager, Customer Services for Amtrak Intercity, the operating business unit that provided most of the services to that train.

7. To develop a price proposal for the Train Trip, I added up the premium for excursion liability insurance, plus my calculated charges for Amtrak locomotives and cars (based on standard charges established by Amtrak's Finance Department), plus Mr. Beatty's cost estimates for labor, car modifications and other services, plus a mark-up for profit and contingencies. To these Amtrak costs, I added the freight railroads' cost estimates, covering their services and standard charges for the use of their track.

8. The final price of \$932,000 includes an amount for profit that is consistent with Amtrak's methodology for pricing all charter trains.

9. I have read the preceding letter by Daniela Winkler describing Amtrak's management and pricing of charter trains generally and the pricing of the Train Trip in particular. It is an accurate and fair description of those matters as they are known to me.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on December 23, 1996 in Washington, D.C.

  
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Ladislav V. Shrbeny

## AMTRAK PASSENGER CHARTER AGREEMENT

THIS AGREEMENT, dated as of this 22nd day of August, 1996, by and between the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. § 24101 et seq. and the laws of the District of Columbia with its principal place of business at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 (hereinafter called "Amtrak"), and the Clinton/Gore '96 Primary Committee, Inc., a corporation with its principal place of business at 2100 M Street, NW, Suite 700, Washington, D.C. 20037 (hereinafter called "the Charterer").

WHEREAS, the Charterer wishes to charter rail passenger equipment from Amtrak to be operated August 23, 1996 through August 28, 1996 as part of the 21st Century Express; and

WHEREAS, Amtrak is willing to charter such rail passenger transportation and to provide other services to the Charterer on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Amtrak and the Charterer hereby agree as follows:

### ARTICLE I CHARTER

101. Charter of the Service. Amtrak charters to the Charterer and the Charterer charters from Amtrak during the term set forth below, the equipment ("the Equipment") listed in Attachment A to be operated in accordance with the schedule set forth in Attachment A, attached hereto and made a part hereof, as modified from time to time by mutual agreement (the "Charter Transportation"). The Equipment shall be provided for the exclusive use of the Charterer and up to 120 guests and/or staff at any one time (collectively, "Passengers"). The Charterer shall provide any on-board security personnel such as Secret Service the Charterer deems appropriate, each such additional personnel to be deemed a Passenger. Amtrak and/or operating railroad shall assign necessary train and engine crews, on-board service personnel, and appropriate supervision in support of the Charter Transportation.

102. Term of the Charter Transportation. Amtrak shall operate the Charter Transportation from August 23, 1996 through August 28, 1996, with the first two days of operation as "position" movement.

103. Substitution of the Equipment. Amtrak represents that the Equipment shall be in good working order at the time of initial departure of the Charter Transportation. If at any time during

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103. Substitution of the Equipment. Amtrak represents that the Equipment shall be in good working order at the time of initial departure of the Charter Transportation. If at any time during the Charter Transportation, any Equipment is not in good working order, Amtrak shall have the right to substitute equipment of like quality and condition.

ARTICLE II  
CHARTER PRICE AND PAYMENTS

201. Charter Price. On or before August 23, 1996, the Charterer shall pay to Amtrak a total charter price (the "Charter Price") for the Charter Transportation of \$593,578.00, excluding the cost of food and beverages to be provided by Amtrak. In the event Amtrak incurs additional costs (any actual cost above that included and any actual cost not included in the calculation by Amtrak of the Charter Price) as a result of the operation of the Charter Transportation and/or reconfiguring the Equipment, the Charterer agrees to reimburse Amtrak for such additional costs in accordance with Section 203 hereof.

202. Amtrak Obligations. Amtrak's obligations hereunder are limited to providing transportation within the limits of its existing equipment, facilities, personnel, and operating rules, and providing the Equipment, the train and engine crews and on-board service and supervision personnel. In the event the Charterer requests Amtrak to perform additional services, and if Amtrak agrees to provide them, the Charterer agrees to reimburse Amtrak for its costs. Such amounts shall be payable in accordance with Section 203 hereof.

203. Payment. Payment to Amtrak of the total Charter Price specified in Section 201 shall be made on or before August 23, 1996 by delivering a check to the person designated in Section 505 hereof. Payment of any other amounts due hereunder shall be made within ten (10) business days of the Charterer's receipt of an invoice from Amtrak. Any amounts not received by Amtrak within such ten days shall be subject to an interest charge of one and one-half percent (1 1/2%) per month from the date due.

ARTICLE III  
OPERATIONAL CONSTRAINTS

301. Routing. Amtrak agrees to use its best reasonable efforts to fulfill the Charter Transportation schedule set forth in Attachment A; however, Amtrak reserves the right to change the Equipment, route, and stations used for the Charter Transportation if operationally or mechanically necessary. If for operational or mechanical reasons the Charter Transportation is unable to continue its scheduled route or to reach any scheduled stop and a detour is not feasible, Amtrak will provide alternate transportation as may be mutually agreed upon by Amtrak and the Charterer.

302. Operating Control. The Charterer agrees that the Charter Transportation shall at all times be under the exclusive management and control of Amtrak, whose instructions shall be strictly complied with by all Passengers.

303. Timing. The time of boarding and departure from each point of the Charter Transportation shall be determined by Amtrak. In the event that operating or mechanical constraints or conditions prohibit a departure at the scheduled time, Amtrak will depart at the earliest possible time thereafter. In the event that a Passenger arrives at the departure station after the Charter Transportation has departed, Amtrak shall not be responsible for such Passenger's transportation or other expenses.

304. Liability of Amtrak. Amtrak shall have no liability whatsoever to any Passenger for inconvenience, expenses or other loss, damages (including consequential damages), injury, delay or failure to meet commitments resulting from any changes, delays or operating deficiencies of the Charter Transportation.

305. Denial of Carriage. No article shall be permitted on board the Charter Transportation, either as baggage or otherwise, which cannot be transported in accordance with Amtrak's published tariffs and all applicable laws and regulations or which, in the opinion of Amtrak, would endanger the safety of or would be unsuitable for transportation on the Charter Transportation.

#### ARTICLE IV CANCELLATION AND TERMINATION

401. Cancellation by the Charterer. Failure to pay the Charter Price in accordance with Section 203 hereof shall be deemed a cancellation by the Charterer, and this Agreement shall forthwith be null and void. In the event of cancellation by the Charterer less than four (4) days prior to the start of the Charter Transportation, thirty percent (30%) of the Charter Price will be retained by Amtrak as a cancellation charge. In the event of cancellation by the Charterer after the start of the Charter Transportation, no portion of the Charter Price shall be refunded.

402. Cancellation by Amtrak. In the event that Amtrak's authority to provide the Charter Transportation is revoked, terminated or modified by action (or failure to act) of any governmental authority or agency, Amtrak may cancel the Charter Transportation without liability to Amtrak or to the Charterer, except that the Charterer shall be entitled to an appropriate pro rata refund of the Charter Price applicable to such cancelled Charter Transportation.

#### ARTICLE V MISCELLANEOUS

501. Identification. The Charterer shall provide appropriate identification to be worn by all Passengers authorized to occupy space on the Charter Transportation.

502. Modifications/Decorations. The Equipment shall not be modified in any way by the Charterer. The Charterer will produce (either itself or through Amtrak) and Amtrak will attach and remove the decorations set forth in Attachment B, attached hereto and made a part hereto. The Charterer agrees not to hold Amtrak responsible for the quality of the decorations or for damage to the decorations while attaching or removing them. The decorations shall be easily removable and shall not cause damage to the Equipment. No decorations on or to the Equipment are authorized, except with the prior consent of Amtrak.

503. Liability. In accordance with the Federal Tort Claims Act, the Charterer shall be liable for all claims, demands, actions, suits, or proceedings founded upon the negligence or otherwise wrongful conduct on the part of any employee of the Charterer attributable to the Charterer's charter of rail passenger equipment. Further, the Charterer shall release, remise, and forever discharge Amtrak of and from any and all claims, demands, actions, suits, or proceedings, not based upon the intentional acts or negligence of Amtrak, that the Charterer may acquire by reason of this charter of rail passenger equipment.

504. Assignments and Subcontracts. Neither party may assign this Agreement in whole or in part; however, Amtrak may subcontract the performance of any of its obligations.

505. Notices. Any notice permitted or required to be given hereunder shall be in writing and either delivered by hand, sent by certified mail, return receipt requested, by overnight courier, or by telegram with confirmed delivery:

If to Amtrak:

Charter Operations Group  
National Railroad Passenger Corporation  
60 Massachusetts Ave., N.E., Room 4054-W  
Washington, D.C. 20002  
Attention: L. V. Shrbeny

If to the Charterer:

U.S. Secret Service  
Presidential Protection Division - Room 10  
Old Executive Office Building  
Washington, D.C. 20500

Notices shall be deemed to have been received on the date delivered to the recipient regardless of any other date indicated thereon. Either party may change the recipient or address for receiving notices upon written notice to the other party.

506. Waiver. The failure of either party at any time to require the performance by the other party of any terms or conditions hereof shall in no way affect the right of that party thereafter to enforce the same, nor shall the waiver by either party of any

breach of any of the terms or conditions hereof be taken or held to be a waiver of any succeeding breach of any such term or condition itself.

507. Amendment and Validity. This Agreement represents the entire agreement of the parties and supersedes all prior oral and written agreements regarding the subject matter hereof. This Agreement and Attachments A and B may not be amended except by a written instrument duly signed by both parties. If any section of this Charter Agreement or any part shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts.

508. Headings. The headings and captions used in this Agreement have been inserted solely for convenience of reference and shall not affect, or be deemed to affect, the meaning of any provision of this Agreement.

509. Independent Contractors. The relationship between the parties is strictly that of independent contractors. No partnership, joint venture, or agency relationship is intended to be created hereby.

510. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, Amtrak and the Charterer have caused this Agreement to be executed as of the day and year first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Russell J. Hartman

Title: VP-Planning & Development

THE CHARTERER

By: Jack Curran

Title: SAIC - OPO

# ATTACHMENT A EQUIPMENT AND SCHEDULE

## The Equipment:

### Advance Train:

AMTK	F40PH	
AMTK	F40PH	(back to back)
AMTK	1700	Class Baggage Car
AMTK	10001	"Beech Grove" Inspection Car
CSXT	318	Business car

### Sweep Train:

CSXT	Locomotive
CSXT	Locomotive
CSXT	Power Car
CSXT	Business Car

## The Schedule:

### August 23-24, 1996 (Deadhead)

Lv. Chicago (yard)	August 23	4:00 p.m.	CT	
Ps. Indianapolis		8:45 p.m.	EST	crew change
Ps. Cincinnati		1:30 a.m.	ET	crew change
Ar. Huntington	August 24	6:00 a.m.	ET	

### August 25, 1996 (In Service)

Lv. Huntington WV	2:10 p.m.	ET
Ar. Ashland KY	2:45 p.m.	
Lv.	5:05 p.m.	
Ar. Chillicothe, OH	7:00 p.m.	
Lv.	8:15 p.m.	
Ar. Columbus - Parsons	9:15 p.m.	

### August 26, 1996 (In Service)

Lv. Columbus - Parsons	10:30 a.m.
Ar. Columbus - Fisher Road	11:00 a.m.

Lv.		12:01 p.m.
Ar.	Arlington	2:15 p.m.
Lv.		6:00 p.m.
Ar.	Bowling Green	7:05 p.m.
Lv.		9:00 p.m.
Ar.	CP8	9:45 p.m.
Lv.		11:10 p.m.
Ar.	Toledo - E-Yard	11:30 p.m.

August 27, 1996 (In Service)

Lv.	Toledo - E-Yard	7:30 a.m.
Ar.	Toledo - Jeep Plant	8:15 a.m.
Lv.		10:45 a.m.
Ar.	Wyandotte	12:05 p.m.
Lv.		3:45 p.m.
Ar.	Royal Oak	4:55 p.m.
Lv.		6:10 p.m.
Ar.	Pontiac	6:30 p.m.
Lv.		7:40 p.m.
Ar.	East Lansing	9:40 p.m.
Lv.		11:00 p.m.
Ar.	GTW Lansing Yard	11:30 p.m.

August 28, 1996 (In Service)

Lv.	GTW Lansing Yard	9:00 a.m.
Ar.	Lansing - Canal Road	9:20 a.m.
Lv.		10:30 a.m.
Ar.	Battle Creek	11:30 a.m.
Lv.		12:45 p.m.
Ar.	Kalamazoo	1:15 p.m.
Lv.		4:20 p.m. ET
Ar.	Michigan City	5:00 p.m. CT
Lv.		5:30 p.m.

Trains depart deadhead for Chicago, Advance Train to Amtrak 16th Street facility and Sweep Train to Barr Yard, CSX facility.

20.04.99 0120

Attachment B

# 21st Century Capital Train Decoration

TRAIN NAME	LOCOMOTIVE CAR TYPE	FRONT/BACK TREATMENT	LEFT/RIGHT TREATMENT	TOP TREATMENT	NOTES
Locomotive #1	P40	Front: 2' Diameter Presidential Seal between headlights. United States flag on pole mounted on left front corner. Presidential flag on pole mounted on right front corner. Back: None	Left: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Right: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Six U.S. Flags mounted on poles mid-locomotive.	None	
Locomotive #2	P40	Front: None Back: None	Left & Right: "Meeting America's Challenges" and "Protecting America's Values" Flags: West Virginia, Kentucky, Ohio, Michigan, Indiana, mounted on poles mid-locomotive.	None	
Locomotive #3	F40	Front: None Back: None	Left: "Opportunity. Responsibility. Community." Right: "Opportunity. Responsibility. Community."	None	
Amtrak Staff	Superliner II Sleeper	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None	

FROM

8-22-1996 8:09AM

# Car Front/Back Treatment Left/Right Treatment Top

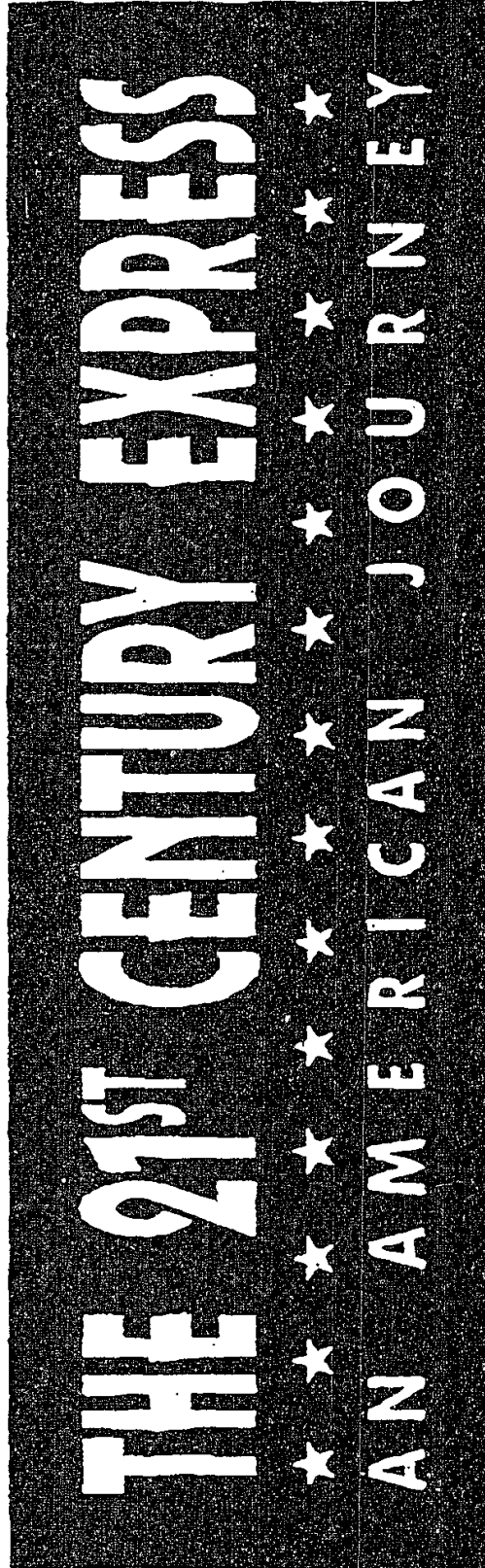
Press E	Superliner II Diner	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"President"
Press D	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"Clinton"
Press C	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
Press B	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"On the Right Track"
Press A	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"For the Twenty"
Press Diner	Superliner II Diner	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"First Century"
Event Car	Superliner II Lounge	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
WHCA	Superliner II Lounge	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None
Staff/Guest	Superliner I Snack Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
USSS	Superliner II Transition Sleeper	Front: None Back: None	Left: None Right: None	None
Control/Support	MKT 403	Front: None Back: WHCA will affix Presidential seal to speaking lectern. Red, White and Blue Bunting on either side of seal.  United States flag mounted in left rear corner. Presidential flag mounted in right rear corner.	Left: 2' Diameter Presidential Seal on the rear side of rear window.  Right: 2' Diameter Presidential Seal on the rear side of rear window.	None

# Car Front/Back Treatment Left/Right Treatment Top

The President	GA-300	<p>Front: None</p> <p>Back: WHCA will affix Presidential seal to speaking lecturn. Red, White and Blue bunting on either side of seal.</p> <p>United States flag mounted in left rear corner.</p> <p>Presidential flag mounted in right rear corner.</p>	<p>Left: 2' Diameter Presidential Seal on the rear side of rear window.</p> <p>Right: 2' Diameter Presidential Seal on the rear side of rear window.</p>	None	



p40 Lead engine  
side decal



DARK BLUE BACKGROUND = 6' x 20'

WHITE COPY

2 EACH CAR #1 SIDES

Revise #1

Josh - the largest blue material it can get is  
5', can we go 5' instead of 6'?

py -

CUSTOM SIGNS & GRAPHICS  
**Signs & More**  
(810) 533-5333

CHALLENGES  
☆☆☆

MEETING AMERICA'S FAMILIES

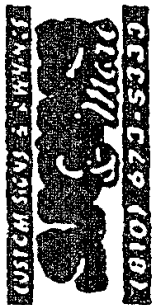
PROTECTING AMERICA'S VALUES

↑  
☆☆☆  
DARK BLUE BACKGROUND= 6' X20'  
WHITE COPY  
2 EA. CAR #2  
Give  
FAMILIES  
↑

p40 (Improperly pointed)  
Side decal

08/19/1996 14:29

F40 locomotive - side decal



**OPPORTUNITY**

\*\*\* RESPONSIBILITY \*\*\*

**COMMUNITY**

**DARK BLUE BACKGROUND = 4'X20'**

**WHITE COPY**

*Revised 4/1*

**2 EA. CAR #3**

00439316



decals for  
sides of passenger cars  
to be centered over the word "Supuliner")

2 EA. CAR #2

\*\*\* PRESIDENT CLINTON \*\*\*

2 EA. BLUE BACKGROUND - 1" X 12"  
WHITE COPY  
10 EA. CAR# 012,4,7,9,8

\*\*\* THE 21<sup>ST</sup> CENTURY EXPRESS \*\*\*

2 EA. BLACK BACKGROUND - 1" X 12"  
WHITE COPY  
2 EA. CAR# 87,4,4,8

Review #1

# Top of Train Lettering

FIRST CLASS

FOR THE

ON THE RIGHT TRACK

CLINTON

9-25-51-52

9-25-51-52

the Charter Transportation, any Equipment is not in good working order, Amtrak shall have the right to substitute equipment of like quality and condition.

## ARTICLE II CHARTER PRICE AND PAYMENTS

201. Charter Price. On or before August 23, 1996, the Charterer shall pay to Amtrak a total charter price (the "Charter Price") for the Charter Transportation of \$113,237.00, excluding the cost of food and beverages to be provided by Amtrak. In the event Amtrak incurs additional costs (any actual cost above that included and any actual cost not included in the calculation by Amtrak of the Charter Price) as a result of the operation of the Charter Transportation and/or reconfiguring the Equipment, the Charterer agrees to reimburse Amtrak for such additional costs in accordance with Section 203 hereof; *provided that Amtrak has received written permission to make changes from the Charterer's*

202. Amtrak Obligations. Amtrak's obligations hereunder are limited to providing transportation within the limits of its existing equipment, facilities, personnel, and operating rules, and providing the Equipment, the train and engine crews and on-board service and supervision personnel. In the event the Charterer requests Amtrak to perform additional services, and if Amtrak agrees to provide them, the Charterer agrees to reimburse Amtrak for its costs. Such amounts shall be payable in accordance with Section 203 hereof. *Treasurer*

203. Payment. Payment to Amtrak of the total Charter Price specified in Section 201 shall be made on or before August 23, 1996 by delivering a check to the person designated in Section 505 hereof. Payment of any other amounts due hereunder shall be made within ten (10) business days of the Charterer's receipt of an invoice from Amtrak. Any amounts not received by Amtrak within such ten days shall be subject to an interest charge of one and one-half percent (1 1/2%) per month from the date due.

## ARTICLE III OPERATIONAL CONSTRAINTS

301. Routing. Amtrak agrees to use its best reasonable efforts to fulfill the Charter Transportation schedule set forth in Attachment A; however, Amtrak reserves the right to change the Equipment, route, and stations used for the Charter Transportation if operationally or mechanically necessary. If for operational or mechanical reasons the Charter Transportation is unable to continue its scheduled route or to reach any scheduled stop and a detour is not feasible, Amtrak will provide alternate transportation as may be mutually agreed upon by Amtrak and the Charterer.

302. Operating Control. The Charterer agrees that the Charter Transportation shall at all times be under the exclusive management and control of Amtrak, whose instructions shall be strictly complied with by all Passengers.

303. Timing. The time of boarding and departure from each point of the Charter Transportation shall be determined by Amtrak. In the event that operating or mechanical constraints or conditions prohibit a departure at the scheduled time, Amtrak will depart at the earliest possible time thereafter. In the event that a Passenger arrives at the departure station after the Charter Transportation has departed, Amtrak shall not be responsible for such Passenger's transportation or other expenses.

304. Liability of Amtrak. Amtrak shall have no liability whatsoever to any Passenger for inconvenience, expenses or other loss, damages (including consequential damages), injury, delay or failure to meet commitments resulting from any changes, delays or operating deficiencies of the Charter Transportation.

305. Denial of Carriage. No article shall be permitted on board the Charter Transportation, either as baggage or otherwise, which cannot be transported in accordance with Amtrak's published tariffs and all applicable laws and regulations or which, in the opinion of Amtrak, would endanger the safety of or would be unsuitable for transportation on the Charter Transportation.

#### ARTICLE IV CANCELLATION AND TERMINATION

401. Cancellation by the Charterer. Failure to pay the Charter Price in accordance with Section 203 hereof shall be deemed a cancellation by the Charterer, and this Agreement shall forthwith be null and void. In the event of cancellation by the Charterer less than four (4) days prior to the start of the Charter Transportation, thirty percent (30%) of the Charter Price will be retained by Amtrak as a cancellation charge. In the event of cancellation by the Charterer after the start of the Charter Transportation, no portion of the Charter Price shall be refunded.

402. Cancellation by Amtrak. In the event that Amtrak's authority to provide the Charter Transportation is revoked, terminated or modified by action (or failure to act) of any governmental authority or agency, Amtrak may cancel the Charter Transportation without liability to Amtrak or to the Charterer, except that the Charterer shall be entitled to an appropriate pro rata refund of the Charter Price applicable to such cancelled Charter Transportation.

ARTICLE V  
MISCELLANEOUS

501. Identification. The Charterer shall provide appropriate identification to be worn by all Passengers authorized to occupy space on the Charter Transportation.

502. Modifications/Decorations. The Equipment shall not be modified in any way by the Charterer. The Charterer will produce (either itself or through Amtrak) and Amtrak will attach and remove the decorations set forth in Attachment B, attached hereto and made a part hereof. The Charterer agrees not to hold Amtrak responsible for the quality of the decorations or for damage to the decorations while attaching or removing them. The decorations shall be easily removable and shall not cause damage to the Equipment. No other decorations on or to the Equipment are authorized, except with the prior consent of Amtrak.

503. Liability. The Charterer shall defend, indemnify, and hold harmless Amtrak, its officers, employees, operating railroads, and agents from and against any and all loss, damage, claims, judgments, and liability, and expenses, including but not limited to attorneys' fees, for 1) personal injury, including death, to any person whatsoever and for loss and destruction of or damage to any property whatsoever arising out of any accident, occurrence, or incident which is caused directly or indirectly by the acts, failure to act, or negligence of the Charterer or any Passenger, except for death or injuries to employees of Amtrak; 2) loss of or damage to any property in the care, custody, or control of the Charterer or any Passenger caused by any reason whatsoever; 3) infringement claims by third parties relating to the name "21st Century Express"; and 4) damage to the Equipment caused by the decorations.

504. Assignments and Subcontracts. Neither party may assign this Agreement in whole or in part; however, Amtrak may subcontract the performance of any of its obligations.

505. Notices. Any notice permitted or required to be given hereunder shall be in writing and either delivered by hand, sent by certified mail, return receipt requested, by overnight courier, or by telegram with confirmed delivery:

If to Amtrak:

Charter Operations Group  
National Railroad Passenger Corporation  
60 Massachusetts Ave., N.E., Room 4054-W  
Washington, D.C. 20002  
Attention: L. V. Shrbeny

If to the Charterer:

Ms. Joan Pollitt  
Clinton/Gore '96 Primary Committee  
2100 M Street, NW  
Suite 700  
Washington, D.C. 20037

Notices shall be deemed to have been received on the date delivered to the recipient regardless of any other date indicated thereon. Either party may change the recipient or address for receiving notices upon written notice to the other party.

506. Waiver. The failure of either party at any time to require the performance by the other party of any terms or conditions hereof shall in no way affect the right of that party thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms or conditions hereof be taken or held to be a waiver of any succeeding breach of any such term or condition.

507. Amendment and Validity. This Agreement represents the entire agreement of the parties and supersedes all prior oral and written agreements regarding the subject matter hereof. This Agreement and Attachments A and B may not be amended except by a written instrument duly signed by both parties. If any section of this Charter Agreement or any part shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts.

508. Headings. The headings and captions used in this Agreement have been inserted solely for convenience of reference and shall not affect, or be deemed to affect, the meaning of any provision of this Agreement.

509. Independent Contractors. The relationship between the parties is strictly that of independent contractors. No partnership, joint venture, or agency relationship is intended to be created hereby.

510. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, Amtrak and the Charterer have caused this Agreement to be executed as of the day and year first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Wk Wasser

Title: Asst. Vice President - Business Development

THE CHARTERER

By: James P. ...

Title: Fleet

ATTACHMENT A  
EQUIPMENT AND SCHEDULE

The Equipment:

AMTK	P40	
	P40	(Improperly Pointed)
	P40	(Properly Pointed)
AMTK	Superliner II Sleeper	
AMTK	Superliner II Lounge	
AMTK	Superliner II Snack Coach	
AMTK	Superliner II Transition Sleeper	
PVT	M-K-T 403	(Improperly Pointed)
PVT	GA 300	(Properly Pointed)

The Schedule:

August 23-24, 1996 (Deadhead)

Lv.	Chicago (yard)	August 23	4:00 p.m.	CT	
Ps.	Indianapolis		8:45 p.m.	EST	crew change
Ps.	Cincinnati		1:30 a.m.	ET	crew change
Ar.	Huntington	August 24	6:00 a.m.	ET	

August 25, 1996 (Live)

Lv.	Huntington WV	2:10 p.m.	ET
Ar.	Ashland KY	2:45 p.m.	
Lv.		5:05 p.m.	
Ar.	Chillicothe, OH	7:00 p.m.	
Lv.		8:15 p.m.	
Ar.	Columbus - Parsons	9:15 p.m.	

August 26, 1996 (Live)

Lv.	Columbus - Parsons	10:30 a.m.
Ar.	Columbus - Fisher Road	11:00 a.m.
Lv.		12:01 p.m.
Ar.	Arlington	2:15 p.m.
Lv.		6:00 p.m.
Ar.	Bowling Green	7:05 p.m.

Lv.	9:00 p.m.
Ar. CP8	9:45 p.m.

Lv.	11:10 p.m.
Ar. Toledo - E-Yard	11:30 p.m.

August 27, 1996 (Live)

Lv. Toledo - E-Yard	7:30 a.m.
Ar. Toledo - Jeep Plant	8:15 a.m.

Lv.	10:45 a.m.
Ar. Wyandotte	12:05 p.m.

Lv.	3:45 p.m.
Ar. Royal Oak	4:55 p.m.

Lv.	6:10 p.m.
Ar. Pontiac	6:30 p.m.

Lv.	7:40 p.m.
Ar. East Lansing	9:40 p.m.

Lv.	11:00 p.m.
Ar. GTW Lansing Yard	11:30 p.m.

August 28, 1996 (Live)

Lv. GTW Lansing Yard	9:00 a.m.
Ar. Lansing - Canal Road	9:20 a.m.

Lv.	10:30 a.m.
Ar. Battle Creek	11:30 a.m.

Lv.	12:45 p.m.
Ar. Kalamazoo	1:15 p.m.

Lv.	4:20 p.m.	ET
Ar. Michigan City	5:00 p.m.	CT

Lv.	5:30 p.m.
-----	-----------

Train departs deadhead for Chicago, Amtrak 16th Street facility.

# Train Decoration

TRAIN NAME	LOCO/ CAR TYPE	FRONT/BACK TREATMENT	LEFT/RIGHT TREATMENT	TOP TREATMENT	NOTES
Locomotive #1	P 40	Front: 2' Diameter Presidential Seal between headlights. United States flag on pole mounted on left front corner. Presidential Flag on pole mounted on right front corner. Back: None	Left: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Right: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Six U.S. Flags mounted on poles mid-locomotive.	None	
Locomotive #2	P40	Front: None Back: None	Left & Right: "Meeting America's Challenges" and "Protecting America's Values" Flags: West Virginia, Kentucky, Ohio, Michigan, Indiana, mounted on poles mid-locomotive.	None	
Locomotive #3	F40	Front: None Back: None	Left: "Opportunity. Responsibility. Community." Right: "Opportunity. Responsibility. Community."	None	
Amtrak Staff	Superliner II Sleeper	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None	

*Car*

*Front/Back Treatment*

*Left/Right Treatment*

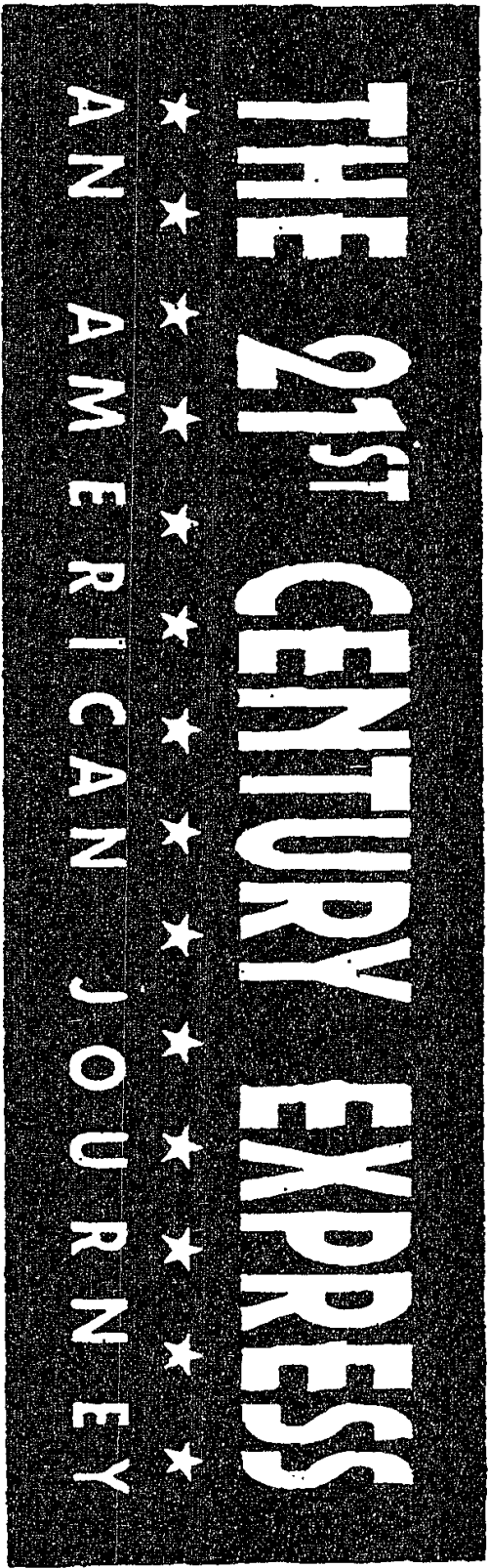
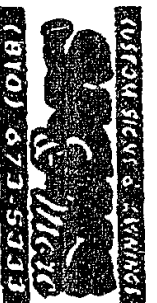
*Top*

Press E	Superliner II Diner	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"President"	
Press D	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"Clinton"	
Press C	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None	
Press B	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"On the Right Track"	
Press A	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"For the Twenty"	
Press Diner	Superliner II Diner	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"First Century"	
Event Car	Superliner II Lounge	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None	
WHCA	Superliner II Lounge	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None	
State/Guest	Superliner I Snack Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None	
USSS	Superliner II Transition Sleeper	Front: None Back: None	Left: None Right: None	None	
Control/Support	MKT 403	Front: None Back: WHCA will affix Presidential seal to speaking lectern. Red, White and Blue Bunting on either side of seal. United States flag mounted in left rear corner. Presidential flag mounted in right rear corner.	Left: 2' Diameter Presidential Seal on the rear side of rear window. Right: 2' Diameter Presidential Seal on the rear side of rear window.	None	

*Car Front/Back Treatment Left/Right Treatment Top*

The President	GA. 300	Front: None Back: WJCA will affix Presidential seal to speaking lectum. Red, White and Blue burning on either side of seal. United States flag mounted in left rear corner. Presidential flag mounted in right rear corner.	Left: 2' Diameter Presidential Seal on the rear side of rear window. Right: 2' Diameter Presidential Seal on the rear side of rear window.	None	

P40 Lead engine  
Side decal



DARK BLUE BACKGROUND = 6' x 20'  
WHITE COPY  
2 EACH CAR #1 SIDES

Revise #1

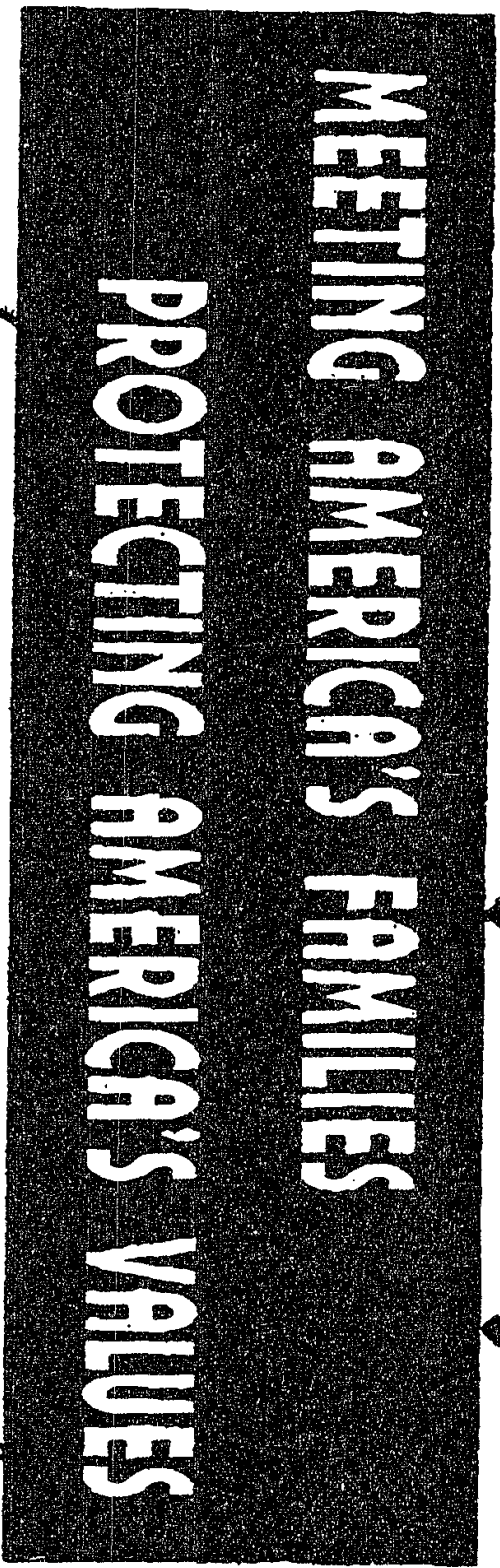
Josh - the largest blue material I can get is  
5', can we go 5' instead of 6'?

SEE TO SEE TO SEE

P 40 (Improperly pointed)  
Side decal



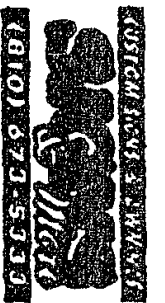
CHALLENGES \*\*\*



↑  
\*\*\*  
DARK BLUE BACKGROUND = 6' X 20'  
WHITE COPY  
2 EA. CAR #2  
Blue  
FAMILIES  
↑

8-22-1996 8:11AM

F40 locomotive - side decal



**OPPORTUNITY**  
\*\*\* **RESPONSIBILITY** \*\*\*  
**COMMUNITY**

**DARK BLUE BACKGROUND = 4'X20'**  
**WHITE COPY**  
**2 EA. CAR #3**  
*Review #1*

0410 66 10 02



decide for  
 Side of passenger cars  
 to be centered over the word "Superliner")

2 EA. CAS #3

\*\*\* PRESIDENT CLINTON \*\*\*

BLACK BLUE BACKGROUND - 17" X 17" 10 EA. CAS 09121702

\*\*\* THE 21<sup>ST</sup> CENTURY EXPRESS \*\*\*

2 EA. BLACK BACKGROUND - 17" X 17" 10 EA. CAS 09121702

Review #1

1110 0000 1110 0000

# Top of Train Lettering

FIRST USE + 3257

FOR THE 1-3251-57

ON THE RIGHT TRACK

CLINTON

DOWN - AWAY

0405050405

AMTRAK PASSENGER CHARTER AGREEMENT

THIS AGREEMENT, dated as of this 22nd day of August, 1996, by and between the NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 U.S.C. § 24101 et seq. and the laws of the District of Columbia with its principal place of business at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 (hereinafter called "Amtrak"), and the White House Travel Office, with its principal place of business at Old Executive Office Building, Washington, D.C. 20502 (hereinafter called "the Charterer").

WHEREAS, the Charterer wishes to charter rail passenger equipment from Amtrak to be operated August 23, 1996 through August 28, 1996 as part of the 21st Century Express; and

WHEREAS, Amtrak is willing to charter such rail passenger transportation and to provide other services to the Charterer on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, Amtrak and the Charterer hereby agree as follows:

ARTICLE I  
CHARTER

101. Charter of the Service. Amtrak charters to the Charterer and the Charterer charters from Amtrak during the term set forth below, the equipment ("the Equipment") listed in Attachment A to be operated in accordance with the schedule set forth in Attachment A, attached hereto and made a part hereof, as modified from time to time by mutual agreement (the "Charter Transportation"). The Equipment shall be provided for the exclusive use of the Charterer and up to 290 guests and/or staff at any one time (collectively, "Passengers"). The Charterer shall provide any on-board security personnel such as Secret Service the Charterer deems appropriate, each such additional personnel to be deemed a Passenger. Amtrak and/or operating railroad shall assign necessary train and engine crews, on-board service personnel, and appropriate supervision in support of the Charter Transportation.

102. Term of the Charter Transportation. Amtrak shall operate the Charter Transportation from August 23, 1996 through August 28, 1996, with the first two days of operation as "position" movement.

103. Substitution of the Equipment. Amtrak represents that the Equipment shall be in good working order at the time of initial departure of the Charter Transportation. If at any time during the Charter Transportation, any Equipment is not in good working

order, Amtrak shall have the right to substitute equipment of like quality and condition.

ARTICLE II  
CHARTER PRICE AND PAYMENTS

201. Charter Price. The Charterer shall pay to Amtrak a total charter price (the "Charter Price") for the Charter Transportation of \$190,297.00. On or before August 23, 1996, the Charterer shall pay Amtrak \$50,000 of the Charter Price. On or before October 1, 1996, the Charterer shall pay Amtrak the difference between the Charter Price and the total amounts Amtrak has received in payment. In the event Amtrak incurs additional costs (any actual cost above that included and any actual cost not included in the calculation by Amtrak of the Charter Price) as a result of the operation of the Charter Transportation and/or reconfiguring the Equipment, the Charterer agrees to reimburse Amtrak for such additional costs in accordance with Section 203 hereof. *The charterer will not pay for any additional work or costs not approved in writing in advance by Susan L. Hazard* JEL

202. Amtrak Obligations. Amtrak's obligations hereunder are limited to providing transportation within the limits of its existing equipment, facilities, personnel, and operating rules, and providing the Equipment, the train and engine crews and on-board service and supervision personnel. In addition, Amtrak agrees to process the Passengers' credit card transactions, as such information is provided by the Charterer, on behalf of the Charterer; and the Charterer agrees to reimburse Amtrak for any uncollected amounts associated therewith. In the event the Charterer requests Amtrak to perform additional services, and if Amtrak agrees to provide them, the Charterer agrees to reimburse Amtrak for its costs. Such amounts shall be payable in accordance with Section 203 hereof. MW

203. Payment. Payment to Amtrak of the total Charter Price specified in Section 201 shall be made on or before August 23, 1996 by delivering a check to the person designated in Section 505 hereof. Except as otherwise provided, payment of any other amounts due hereunder shall be made within ten (10) business days of the Charterer's receipt of an invoice from Amtrak. Any amounts not received by Amtrak when due shall be subject to an interest charge of one and one-half percent (1 1/2%) per month from the date due.

ARTICLE III  
OPERATIONAL CONSTRAINTS

301. Routing. Amtrak agrees to use its best reasonable efforts to fulfill the Charter Transportation schedule set forth in Attachment A; however, Amtrak reserves the right to change the Equipment, route, and stations used for the Charter Transportation if operationally or mechanically necessary. If

for operational or mechanical reasons the Charter Transportation is unable to continue its scheduled route or to reach any scheduled stop and a detour is not feasible, Amtrak will provide alternate transportation as may be mutually agreed upon by Amtrak and the Charterer.

302. Operating Control. The Charterer agrees that the Charter Transportation shall at all times be under the exclusive management and control of Amtrak, whose instructions shall be strictly complied with by all Passengers.

303. Timing. The time of boarding and departure from each point of the Charter Transportation shall be determined by Amtrak. In the event that operating or mechanical constraints or conditions prohibit a departure at the scheduled time, Amtrak will depart at the earliest possible time thereafter. In the event that a Passenger arrives at the departure station after the Charter Transportation has departed, Amtrak shall not be responsible for such Passenger's transportation or other expenses.

304. Liability of Amtrak. Amtrak shall have no liability whatsoever to any Passenger for inconvenience, expenses or other loss, damages (including consequential damages), injury, delay or failure to meet commitments resulting from any changes, delays or operating deficiencies of the Charter Transportation.

305. Denial of Carriage. No article shall be permitted on board the Charter Transportation, either as baggage or otherwise, which cannot be transported in accordance with Amtrak's published tariffs and all applicable laws and regulations or which, in the opinion of Amtrak, would endanger the safety of or would be unsuitable for transportation on the Charter Transportation.

#### ARTICLE IV CANCELLATION AND TERMINATION

401. Cancellation by the Charterer. Failure to pay the Charter Price in accordance with Section 203 hereof shall be deemed a cancellation by the Charterer, and this Agreement shall forthwith be null and void. In the event of cancellation by the Charterer less than four (4) days prior to the start of the Charter Transportation, thirty percent (30%) of the Charter Price will be retained by Amtrak as a cancellation charge. In the event of cancellation by the Charterer after the start of the Charter Transportation, no portion of the Charter Price shall be refunded.

402. Cancellation by Amtrak. In the event that Amtrak's authority to provide the Charter Transportation is revoked, terminated or modified by action (or failure to act) of any governmental authority or agency, Amtrak may cancel the Charter Transportation without liability to Amtrak or to the Charterer,

except that the Charterer shall be entitled to an appropriate pro rata refund of the Charter Price applicable to such cancelled Charter Transportation.

ARTICLE V  
MISCELLANEOUS

501. Identification. The Charterer shall provide appropriate identification to be worn by all Passengers authorized to occupy space on the Charter Transportation.

502. Modifications/Decorations. The Equipment shall not be modified in any way by the Charterer. The Charterer will produce (either itself or through Amtrak) and Amtrak will attach and remove the decorations set forth in Attachment B, attached hereto and made a part hereof. The Charterer agrees not to hold Amtrak responsible for the quality of the decorations or for damage to the decorations while attaching or removing them. The decorations shall be easily removable and shall not cause damage to the Equipment. No other decorations on or to the Equipment are authorized, except with the prior consent of Amtrak.

503. Liability. The Charterer shall defend, indemnify, and hold harmless Amtrak, its officers, employees, operating railroads, and agents from and against any and all loss, damage, claims, judgments, and liability, and expenses, including but not limited to attorneys' fees, for 1) personal injury, including death, to any person whatsoever and for loss and destruction of or damage to any property whatsoever arising out of any accident, occurrence, or incident which is caused directly or indirectly by the acts, failure to act, or negligence of the Charterer or any Passenger, except for death or injuries to employees of Amtrak; 2) loss of or damage to any property in the care, custody, or control of the Charterer or any Passenger caused by any reason whatsoever; 3) Amtrak's processing of the credit card transactions of Passengers; and 4) damage to the Equipment caused by the decorations.

504. Assignments and Subcontracts. Neither party may assign this Agreement in whole or in part; however, Amtrak may subcontract the performance of any of its obligations.

505. Notices. Any notice permitted or required to be given hereunder shall be in writing and either delivered by hand, sent by certified mail, return receipt requested, by overnight courier, or by telegram with confirmed delivery:

If to Amtrak:

Charter Operations Group  
National Railroad Passenger Corporation  
60 Massachusetts Ave., N.E., Room 4054-W  
Washington, D.C. 20002  
Attention: L. V. Shrbeny

If to the Charterer:

Ms. Susan Hazard  
White House Travel Office  
on behalf of Press Travel Fund  
Old Executive Office Building  
Room 87  
Washington, D.C. 20502

Notices shall be deemed to have been received on the date delivered to the recipient regardless of any other date indicated thereon. Either party may change the recipient or address for receiving notices upon written notice to the other party.

506. Waiver. The failure of either party at any time to require the performance by the other party of any terms or conditions hereof shall in no way affect the right of that party thereafter to enforce the same, nor shall the waiver by either party of any breach of any of the terms or conditions hereof be taken or held to be a waiver of any succeeding breach of any such term or condition.

507. Amendment and Validity. This Agreement represents the entire agreement of the parties and supersedes all prior oral and written agreements regarding the subject matter hereof. This Agreement and Attachments A and B may not be amended except by a written instrument duly signed by both parties. If any section of this Charter Agreement or any part shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts.

508. Headings. The headings and captions used in this Agreement have been inserted solely for convenience of reference and shall not affect, or be deemed to affect, the meaning of any provision of this Agreement.

509. Independent Contractors. The relationship between the parties is strictly that of independent contractors. No partnership, joint venture, or agency relationship is intended to be created hereby.

510. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, Amtrak and the Charterer have caused this Agreement to be executed as of the day and year first above written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: Mark Wasserman

Title: ASSISTANT VICE PRESIDENT

THE CHARTERER on behalf of White House

By: Gregory J. White

Title: Director, WHTV

ATTACHMENT A  
EQUIPMENT AND SCHEDULE

The Equipment:

Four (4)	AMTK	Superliner II Coach Cars
Two (2)	AMTK	Superliner II Diner Cars

The Schedule:

August 23-24, 1996 (Deadhead)

Lv. Chicago (yard)	August 23	4:00 p.m.	CT	
Ps. Indianapolis		8:45 p.m.	EST	crew change
Ps. Cincinnati		1:30 a.m.	ET	crew change
Ar. Huntington	August 24	6:00 a.m.	ET	

August 25, 1996 (Live)

Lv. Huntington WV	2:10 p.m.	ET
Ar. Ashland KY	2:45 p.m.	
Lv.	5:05 p.m.	
Ar. Chillicothe, OH	7:00 p.m.	
Lv.	8:15 p.m.	
Ar. Columbus - Parsons	9:15 p.m.	

August 26, 1996 (Live)

Lv. Columbus - Parsons	10:30 a.m.
Ar. Columbus - Fisher Road	11:00 a.m.
Lv.	12:01 p.m.
Ar. Arlington	2:15 p.m.
Lv.	6:00 p.m.
Ar. Bowling Green	7:05 p.m.
Lv.	9:00 p.m.
Ar. CP8	9:45 p.m.
Lv.	11:10 p.m.
Ar. Toledo - E-Yard	11:30 p.m.

August 27, 1996 (Live)

Lv.	Toledo - E-Yard	7:30 a.m.
Ar.	Toledo - Jeep Plant	8:15 a.m.
Lv.		10:45 a.m.
Ar.	Wyandotte	12:05 p.m.
Lv.		3:45 p.m.
Ar.	Royal Oak	4:55 p.m.
Lv.		6:10 p.m.
Ar.	Pontiac	6:30 p.m.
Lv.		7:40 p.m.
Ar.	East Lansing	9:40 p.m.
Lv.		11:00 p.m.
Ar.	GTW Lansing Yard	11:30 p.m.

August 28, 1996 (Live)

Lv.	GTW Lansing Yard	9:00 a.m.
Ar.	Lansing - Canal Road	9:20 a.m.
Lv.		10:30 a.m.
Ar.	Battle Creek	11:30 a.m.
Lv.		12:45 p.m.
Ar.	Kalamazoo	1:15 p.m.
Lv.		4:20 p.m. ET
Ar.	Michigan City	5:00 p.m. CT
Lv.		5:30 p.m.
	Train departs deadhead for Chicago, Amtrak 16th Street facility.	

# 21st Century Express Train Decoration

TRAIN NAME	LOCOMOTIVE CAR TYPE	FRONT/BACK TREATMENT	LEFT/RIGHT TREATMENT	TOP TREATMENT	NOTES
Locomotive #1	P 40	Front: 2' Diameter Presidential Seal between headlights. United States flag on pole mounted on left front corner. Presidential Flag on pole mounted on right front corner. Back: None	Left: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Right: 4' Diameter Presidential Seal under engineer's window. "The 21st Century Express" in large letters. "An American Journey" in small letters. Six U.S. Flags mounted on poles mid-locomotive.	None	
Locomotive #2	P40	Front: None Back: None	Left & Right: "Meeting America's Challenges" and "Protecting America's Values" Flags: West Virginia, Kentucky, Ohio, Michigan, Indiana, mounted on poles mid-locomotive.	None	
Locomotive #3	F40	Front: None Back: None	Left: "Opportunity. Responsibility. Community." Right: "Opportunity. Responsibility. Community."	None	
Amtrak Staff	Superliner II Sleeper	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None	

# Car Front/Back Treatment Left/Right Treatment Top

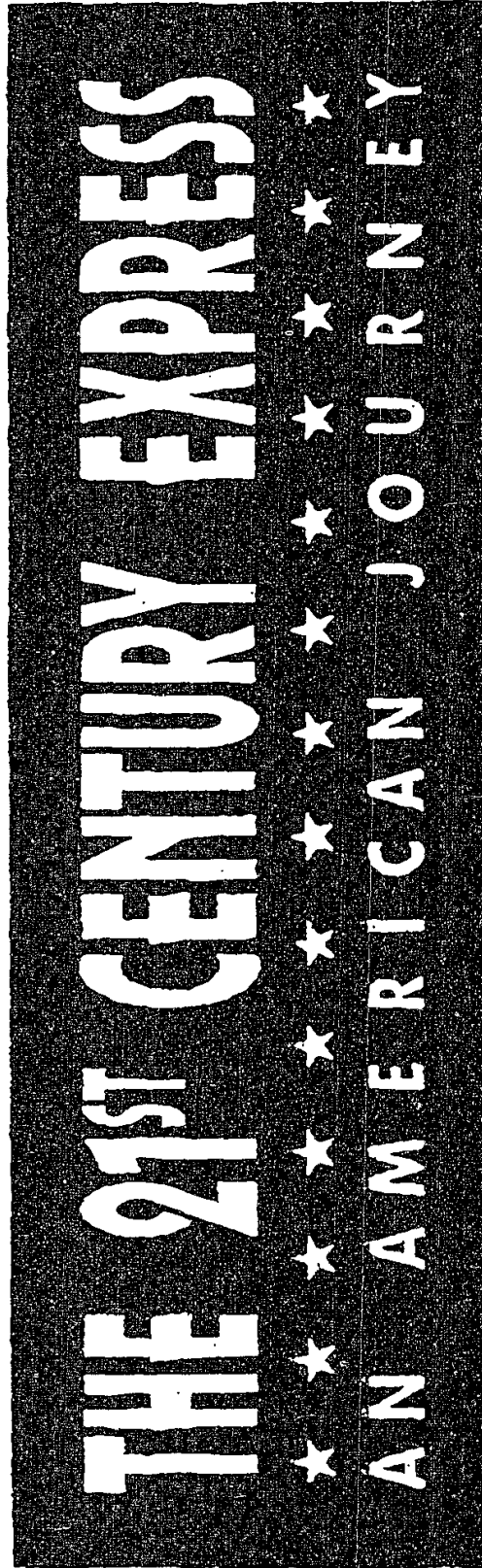
Press E	Superliner II Diner	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"President"
Press D	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"Clinton"
Press C	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
Press B	Superliner II Coach	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"On the Right Track"
Press A	Superliner II Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	"For the Twenty"
Press Diner	Superliner II Diner	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	"First Century"
Event Car	Superliner II Lounge	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
WHCA	Superliner II Lounge	Front: None Back: None	Left: "President Clinton" Right: "President Clinton"	None
Staff/Guest	Superliner I Snack Coach	Front: None Back: None	Left: "The 21st Century Express" Right: "The 21st Century Express"	None
USSS	Superliner II Transition Sleeper	Front: None Back: None	Left: None Right: None	None
Control/Support	MKT 403	Front: None Back: WHCA will affix Presidential seal to speaking locom. Red, White and Blue Bunting on either side of seal.  United States flag mounted in left rear corner.  Presidential flag mounted in right rear corner.	Left: 2' Diameter Presidential Seal on the rear side of rear window.  Right: 2' Diameter Presidential Seal on the rear side of rear window.	None

# Car Front/Back Treatment Left/Right Treatment Top

The President	GA. 300	Front: None Back: WHCA will affix Presidential seal to speaking lectum. Red, White and Blue bunting on either side of seal. United States flag mounted in left rear corner. Presidential flag mounted in right rear corner.	Left: 2' Diameter Presidential Seal on the rear side of rear window. Right: 2' Diameter Presidential Seal on the rear side of rear window.	None



p40 Lead engine  
Side decal



DARK BLUE BACKGROUND = 6' x 20'

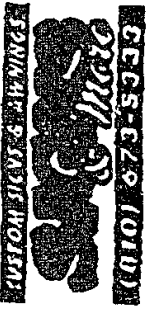
WHITE COPY

2 EACH CAR #1 SIDES

Revised #1

Josh - the largest blue material I can get is  
5', can we go 5' instead of 6'?

pg 2



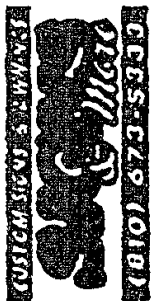
P40 (Improperly pointed)  
Side decal

CHALLENGES  
☆☆☆



↑  
☆☆☆  
DARK BLUE BACKGROUND= 6' X20'  
WHITE COPY  
2 EA. CAR #2  
Blue  
↑  
FAMILIES

F40 locomotive - side decal



**OPPORTUNITY**

**★ ★ ★ RESPONSIBILITY**

**★ ★ ★**

**COMMUNITY**

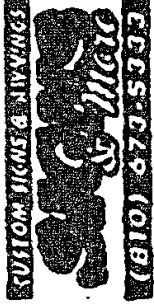
**DARK BLUE BACKGROUND = 4'X20'**

**WHITE COPY**

*Reverse #1*

**2 EA. CAR #3**

20.04.99 01.07



decide for  
sides of passenger cars  
to be centered over the word "Supuliner")

2 EA. CAR #2

\*\*\* PRESIDENT CLINTON \*\*\*

BLACK BLUE BACKGROUND- 12" X 18"  
WHITE COPY  
10 EA. CAR# 91AA70B

\*\*\* THE 21<sup>ST</sup> CENTURY EXPRESS \*\*\*

2 EA. BLACK BACKGROUND- 12" X 18"  
WHITE COPY  
10 EA. CAR# 91AA70B

Review #1

Top of Train Lettering

FIRST CLASS

1-3251-5

ON THE RIGHT TRACK

CLINTON

9-22-1996

08/28/96

16:37

202021

1843

TRANS DEPT

003

2020424859

FROM: SPEC. PROGRAMS OFF.

FORM NO. 1 2020424859

08-26-96 14:13 P.02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.				N/A	1 2
P00001		3. EFFECTIVE DATE	4. REQUESTOR/WORKING NO.	5. PROJECT NO.	
6. ISSUED BY		23 Aug 96	N/A	96-109	
Special Programs Office 725 17th St NW Suite 5026 Washington, DC 20503		7. ADMINISTERED BY (if other than item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (via, street, county, state and ZIP code)		9A. AMENDMENT OF SOLICITATION NO.			
AMTRAK Attn: Mark Wasserman 60 Massachusetts Ave NE Washington, DC 20002		9B. DATE (SEE ITEM 10)			
		9C. MODIFICATION OF CONTRACT/ORDER NO.			
		N39996-96-M-9556			
		10A. DATE (SEE ITEM 11)			
		16 Aug 96			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>( ) The above numbered solicitation is amended as set forth in item 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or an amendment, by one of the following methods:</p> <p>(a) By completing items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
SEE PAGE 2 OF 2					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<p>(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE (Contract Order No. in item 10A)</p> <p>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (Specify or change in paying office) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.102(b).</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF</p> <p>X Mutual Agreement Of The Contracting Parties</p> <p>D. OTHER (Specify type of modification and authority)</p>					

E. REPORTART: Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC mission headings, including solicitation/work order subject matter words/numbers)

SEE PAGE 2 OF 2.

Copy as provided herein, all terms and conditions of the document referenced in item 14 or 15A, as amended, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF OFFEROR (Type or print)	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
MARK WASSERMAN - Assistant Vice President	ANTHONY G. HUTCHERSON
15C. DATE SIGNED	15D. DATE SIGNED
8/28/96	8/29/96
15E. UNITED STATES OF AMERICA	15F. UNITED STATES OF AMERICA
BY: <i>[Signature]</i>	BY: <i>[Signature]</i>
(Signature of person authorized to sign)	(Signature of Contracting Officer)

NSN 7540-01-102-8070  
PREVIOUS EDITION UNUSABLE

30-109

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FPMR (41 CFR) 101-11.6

Modification P00001  
Purchase Order N39996-96-M-9556  
Page 2 of 2

A. The purpose of this modification is to definitize the \$20,000.00 not-to-exceed purchase order issued to AMTRAK on 16 August 1996.

B. Based on the final cost data received from AMTRAK through C/G '96 on 23 August 1996, the total Special Programs Office cost share (shown as "WHCA" cost share on the overall AMTRAK cost breakdown) for the advance train trip (19-21 August 1996) and primary train trip (25-28 August 1996) is \$35,428.00. This cost includes all non-general and general use cars, railroad costs, labor on the main train cars and alterations/modifications made by WHCA for associated communications equipment.

C. Upon signature by the contractor, and execution of this modification by the Contracting Officer, the contractor may submit an invoice to the address contained in block 6 of the modification (fax is acceptable). Invoice will immediately be processed for payment.

D. The accounting and appropriation data contained in block 17 of the DD Form 1155 (purchase order N39996-96-M-9556) is changed to read as follows:

AA 1761804.DU3N 003 68941/0 068941 2D 000000 2569439ADRZ3 - \$11,691.00  
AA 1761804.DUG3 000 41756/0 068941 2D 000000 256497C00216 - \$23,737.00

E. Contractor's Statement of Release: The foregoing is agreed to as constituting full and complete equitable adjustment and compensation attributed to the facts or circumstances giving rise to this change, including but not limited to, changes, differing site conditions, suspensions, delays, rescheduling, acceleration impact, or other causes as may be associated therewith.

F. Except as stated above, all other terms and conditions remain unchanged.

## ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice)

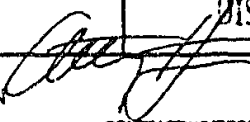
Form Approved  
OMB No. 0704-0187  
Expires Dec 31, 1993

PAGE 1 OF 3

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES.

SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 8.

1. CONTRACT/PURCH ORDER NO. N39996-96-M-9556		2. DELIVERY ORDER NO.		3. DATE OF ORDER (YYMMDD) 960816		4. REQUISITION/PURCH REQUEST NO. N/A		5. PRIORITY							
6. ISSUED BY Special Programs Office 725 17th St NW Suite 5026 Washington, DC 20503				7. ADMINISTERED BY (if other than 6) CODE				8. DELIVERY FOB <input checked="" type="checkbox"/> DEST <input type="checkbox"/> OTHER (See Schedule if other)							
9. CONTRACTOR NAME AND ADDRESS AMTRAK Attn: Mark Wasserman 60 Massachusetts Ave NE Washington, DC 20002				FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) 960823		11. MARK IF BUSINESS IS: <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED							
14. SHIP TO CODE				15. PAYMENT WILL BE MADE BY CODE				MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER							
16. DELIVERY TYPE OF ORDER PURCHASE <input checked="" type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE  9760100 4300 001 P52601 POTUS 2527 W1A600 P06W1A668067MP S33181 Not-To-Exceed \$20,000.00															
18. ITEM NO. 0001		19. SCHEDULE OF SUPPLIES/SERVICE NONPERSONAL SERVICES: This not-to-exceed purchase order is the White House Military Office/White House Communications Agency funding commitment to pay for the upcoming trial run/configuration trip by WHCA on/about 19 August 1996. Upon receipt/review of AMTRAK cost data from C/G'96, this NTE order will be definitized by modification.				20. QUANTITY ORDERED/ACCEPTED* 1		21. UNIT JOB		22. UNIT PRICE -		23. AMOUNT Not-To-Exceed \$20,000.00			
* If quantity accepted by the Government is same as quantity ordered, indicate by x. If different, enter actual quantity accepted below quantity ordered and encircle				24. UNITED STATES OF AMERICA ANTHONY HUTCHERSON BY: 				25. TOTAL NTES\$20,000		26. DIFFERENCES		27. INITIALS			
28. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				29. SHIP NO.		30. D.O. VOUCHER NO.		31. PAID BY		32. AMOUNT VERIFIED CORRECT FOR					
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. CHECK NUMBER		34. BILL OF LADING NO.					
35. I certify this account is correct and proper for payment. DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER				36. RECEIVED AT		37. RECEIVED BY (Print)		38. DATE RECEIVED (YYMMDD)		39. TOTAL CONTAINERS		40. S/R ACCOUNT NUMBER		41. S/R VOUCHER NO.	

FOR OFFICIAL USE ONLY  
EXEMPT FROM MANDATORY PUBLIC DISCLOSURE, 5 U.S.C. 552 (B) (1)

Federal Acquisition Regulation (FAR) 52.252-2 - CLAUSES INCORPORATED BY REFERENCE:

This purchase order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<i>CLAUSE</i>	<i>REQUIRED BY</i>	<i>TITLE</i>
FAR 52.203-1	3.102-2	OFFICIALS NOT TO BENEFIT
FAR 52.203-3	3.202	GRATUITIES
FAR 52.203-5	3.404(c)	COVENANT AGAINST CONTINGENT FEES
FAR 52.203-7	3.502-3	ANTI-KICKBACK PROCEDURES
FAR 52.212-9	12.403-(a)	VARIATION IN QUANTITY
FAR 52.222-3	22.202	CONVICT LABOR
FAR 52.22226	22.810(e)	EQUAL OPPORTUNITY
FAR 52.225-3	25.109(d)	BUY AMERICAN ACT - SUPPLIES
FAR 52.232-1	32.111(a)(1)	PAYMENTS
FAR 52.232-8	32.111(c)(1)	DISCOUNTS FOR PROMPT PAYMENT
FAR 52.232-25	32.908(c)	PROMPT PAYMENT
FAR 52.233-1	33.215	DISPUTES
FAR 52.222-36	22.1408	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
<u><i>PURCHASE ORDERS OVER \$2,500</i></u>		
FAR 52.222-36	22.1408	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
<u><i>PURCHASE ORDERS OVER \$10,000</i></u>		
FAR 52.222-21	22.810(a)(1)	CERTIFICATION OF NONSEGREGATED FACILITIES
FAR 52.222-22	22.810(a)(2)	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
FAR 52.222-35	22.1308	AFFIRMATIVE ACTION FOR SPECIAL DISABLED & VIETNAM ERA VETERANS
<u><i>SERVICES PURCHASE ORDERS OVER \$2,500</i></u>		
FAR 52.222-41	22.1006(a)	SERVICE CONTRACT ACT OF 1965, AS AMENDED
<u><i>SERVICES PURCHASE ORDERS \$2,500 OR LESS</i></u>		
FAR 52.222-40	22.1005	SERVICE CONTRACT ACT OF 1965, AS AMENDED - CONTRACTS OF \$2,500 OR LESS
<u><i>COMMODITIES PURCHASE ORDERS OVER \$10,000</i></u>		
FAR 52.222-20	22.610(b)	WALSH-HEALEY PUBLIC CONTRACTS ACT
<u><i>BILATERAL PURCHASE ORDERS</i></u>		
FAR 52.204-2	4.404(a)	SECURITY REQUIREMENTS
FAR 52.243-1	43.205(a)(1)	CHANGES - FIXED-PRICE
FAR 52.249-1	49.502(a)(1)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
-		SHORT FORM - SUPPLIES
FAR 52.249-4	49.502(c)	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
-		SHORT FORM - SERVICES
FAR 52.249-8	49.504(a)(1)	DEFAULT
DFARS 252.243-7001	243.205-71	PRICING OF CONTRACT MODIFICATIONS

PAGE 3 OF 3  
AMTRAK

**Federal Acquisition Regulation** **CLAUSE INCORPORATED IN FULL TEXT:**

FAR 52.213-3                      13.507                      NOTICE TO SUPPLIER

**This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.**

**(END OF CLAUSE)**